

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Case No. 07 CV 6863 (LAK)

FIREMAN'S FUND INSURANCE COMPANY
a/s/o Again Trading Corp.,

Plaintiff,

v.

ANSWER

SUNG IL TRANSPORTATION CO., LTD.,

Defendant.

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Defendant, **SUNG IL TRANSPORTATION CO., LTD.**, by and through its attorney, E. Peter Shin, Esq., as and for the Answer to the Complaint of Plaintiff FIREMAN'S FUND INSURANCE COMPANY a/s/o Again Trading Corp. herein, respectfully sets forth as follows:

1. Admits the allegation contained in paragraph 1 of the complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 2 and 3 of the complaint.
3. Denies each and every allegations contained in paragraph 4 of the complaint except admits that Defendant is and was a corporation organized and existing under and by virtue of the laws of a foreign state.
4. Denies each and every allegations contained in paragraph 5 of the complaint except admits that Five Hundred Forty Six (546) cartons of shipments were delivered by JJ Jewelry to Defendant in China and accepted by the Defendant. The bill of lading was issued and numbered SUIH060712NY66, dated on or about July 12, 2006.

5. Denies each and every allegations contained in paragraph 6 of the complaint except states that Defendant delivered Five Hundred Forty Six cartons of shipments to Plaintiff's agent, Sher-del Transfer as requested by Plaintiff.

6. Denies each and every allegations contained in paragraph 7 of the complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

7. A trucking company, Sher-del Transfer, which was an agent of the Plaintiff picked up Five Hundreds Forty Six (546) cartons of shipments at Veeco Crest CFS terminal located in the State of New Jersey. Upon delivery of shipments to Plaintiff's agent, Five Hundreds Forty Six (546) cartons of shipments were under control of Plaintiff's agent and Plaintiff took risk of loss.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

8. Assuming, arguendo, that Defendant is liable for shortage of cartons, Defendant's liability is limited to the terms of the bill of lading.

WHEREFORE, Defendant respectfully demands judgment against Plaintiff as follows:

- a) Dismissing Plaintiff's complaint in its entirety, with prejudice;
- b) Awarding the costs and disbursements of this action in favor of the Defendants;
- c) Awarding such other and further relief as this Court deems to be just and proper.

Dated: Flushing, New York
October 2, 2007

Yours, etc.,
Law Offices of E. Peter Shin

s/ E. Peter Shin
E. Peter Shin (ES-4237)
Attorney for Defendant
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TO:

James P. Krauzlis, Esq. (JK-4972)
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Attorney for Defendant:

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